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UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT

IMPLEMENTATION OF MULTIMODAL TRANSPORT RULES

Comparative Table[*]

Prepared by the UNCTAD secretariat

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* This comparative table summarizes the information contained in document UNCTAD/SDTE/TLB/2 of 27 June 2001.

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IMPLEMENTATION OF MULTIMODAL TRANSPORT RULES

Comparative Table

Part I. International Convention and Rules

Regime	United Nations Convention on International Multimodal Transport of Goods (1980)	UNCTAD/ICC Rules for Multimodal Documents (1991)
Scope of application	Convention applies to all contracts of multimodal transport between places in two States, if the place of taking in charge or delivery of the goods as provided for in the transport contract is located in a Contracting State (art. 2). Provisions of the Convention apply mandatory to all multimodal transport contracts governed by the Convention (art. 3 (1)).	Rules apply when they are incorporated into a contract of carriage, irrespective of whether it is a unimodal or multimodal transport contract involving one or several modes of transport or whether a document has been issued or not (R. 1). Incorporated Rules supersede any conflicting contractual provisions, except insofar as they increase the responsibility and obligations of the MTO (R. 1.2). Rules only take effect to the extent they are not contrary to mandatory provisions of international conventions or national law applicable to the MT contract (R. 13).
Documentation	Convention includes extensive provisions on the issuance and use of negotiable and non-negotiable multimodal transport documents (art. 5 to 10). Except for particulars in respect of which a reservation permitted by the Convention has been entered: (a) the MT document is *prima facie* evidence of the taking in charge by the MTO of the goods as described therein; and (b) proof to the contrary by the MTO is not admissible if the document is issued in negotiable form and has been transferred to a third party, including a consignee, who has acted in goods faith in reliance on the description of the goods therein (art. 9).	Rules regulate the issuance and use of negotiable and non-negotiable transport documents (R. 2.6 and 3). Information in the MT document is *prima facie* evidence of the taking in charge by the MTO of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper packed container" or similar expressions, has been made in the printed text or superimposed on the document. Proof to the contrary is inadmissible when the document has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the consignee who in good faith has relied and acted thereon (Rule 3).
Period of responsibility	MTO's responsibility covers the entire period from the time he takes the goods in his charge to the time of their delivery (art. 14).	MTO's responsibility covers the entire period from the time he has taken the goods in his charge to the time of their delivery (R. 4.1).

Regime	United Nations Convention on International Multimodal Transport of Goods (1980)	UNCTAD/ICC Rules for Multimodal Documents (1991)
Basis of liability	MTO is liable for loss resulting from loss of, or damage to, the goods as well as from delay in delivery, unless he proves that he, his servants, agents or sub-contractors took all measures that could reasonably be required to avoid the occurrence and its consequences (art. 16 (1)).	MTO is liable for loss resulting from loss of, or damage to, the goods as well as from delay in delivery, unless the MTO proves that no fault or neglect of his own, his servants, agents or sub-contractors has caused or contributed to the loss, damage or delay in delivery (Rule 5.1).
Delay in delivery	MTO's liability for delay in delivery of the goods is governed by the same provisions as the liability for loss and damage. Delay in delivery occurs when goods have not been delivered within the time expressly agreed upon or, in the absence of such an agreement, within the time it would be reasonable to require of a diligent MTO, having regard the circumstances of the case (art. 16 (2)). If the goods have not been delivered within 90 consecutive days following the date of delivery determined according to article 16 (2), the claimant may treat the goods as lost (art. 16 (3)).	MTO is not liable for delay in delivery unless the consignor has made a declaration of interest in timely delivery which has been accepted by the MTO (R. 5.1). Delay in delivery occurs when goods have not been delivered within the time expressly agreed upon or, in the absence of such an agreement, within the time it would be reasonable to require of a diligent MTO, having regard the circumstances of the case (R. 5.2). If the goods have not been delivered within 90 consecutive days following the date of delivery determined according to Rule 5.2, the claimant may, in the absence of evidence to the contrary, treat the goods as lost (R. 5.3).
Liability for servants and agents	MTO is liable for the acts and omissions of his servants or agents, or of any other person of whose services he makes use for the performance of the contract, as if such acts and omissions were his own (art. 15).	MTO is responsible for the acts and omissions of his servants or agents, or of any other person of whose services he makes use for the performance of the contract, as if such acts and omissions were his own (R. 4.2).
Limitation of liability	MTO's liability for loss of, and damage to, goods is limited to an amount not exceeding 920 units of account (SDR) per package or shipping unit or 2.75 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher. If, however, the multimodal transport does not, according to contract, include carriage of goods by sea or inland waterways, the liability is instead limited to 8.33 unit of account per kilogram of gross weight of the goods lost or damaged (art. 18 (1 & 3)). Liability for loss resulting from delay in delivery is limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the contract (art. 18 (4)). By agreement between the MTO and the consignor, limits exceeding those provided for in the Convention may be fixed in the MT document (18 (6)). MTO is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the MTO done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result (art. 21).	Unless the nature and value of the goods have been declared by the consignor before the goods have been taken in charge by the MTO and inserted in the MT document, the MTO's liability for loss of, and damage to, goods is limited to an amount not exceeding 666.67 SDR per package or shipping unit or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher. If, however, the multimodal transport does not, according to the contract, include carriage of goods by sea or inland waterways, the liability is instead limited to 8.33 SDR per kilogram of gross weight of the goods lost or damaged. (R. 6.1 and 6.3.) Liability for loss resulting from delay in delivery, and for consequential loss or damage other than loss of, or damage, to the goods is limited to an amount equivalent to the freight under the MT contract for the multimodal transport (R. 6.5). MTO is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the MTO done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result (R. 7).

Regime	United Nations Convention on International Multimodal Transport of Goods (1980)	UNCTAD/ICC Rules for Multimodal Documents (1991)
Localized damage	Convention adopts a uniform rules for basis of liability of the MTO for both localized and non-localized damage (art. 16 (1)). In cases of localized damage however, only the limits of liability is to be determined by reference to the applicable international convention or mandatory national law if it provides a **higher** limit of liability than that of the Convention (article 19).	Rules contain a uniform system for the basis of liability of the MTO for both localized and non-localized damage (R. 5.1). MTO is not liable, however, for loss, damage and delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by: – act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, – fire, unless caused by the actual fault or privity of the carrier (R. 5.4). Specific provisions on limitation of liability are made for cases of localized damage. When the loss or damage occurs during one stage of transport, in respect of which an applicable international convention or mandatory national law would provide **another** limit of liability if a separate contract had been made for that particular stage of transport, then the limit of liability of the MTO for such loss or damage is determined by reference to the provisions of such convention or mandatory national law (R. 6.4).
Assessment of compensation		Assessment of compensation for loss of or damage to the goods is made by reference to the value of such goods at the place and time they are delivered to the consignee or, according to the contract, they should have been so delivered (R. 5.5.1). The value of the goods is determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality (R. 5.5.2).

Regime	United Nations Convention on International Multimodal Transport of Goods (1980)	UNCTAD/ICC Rules for Multimodal Documents (1991)
Liability of the consignor	Consignor guarantees to the MTO the accuracy, at the time the goods were taken in charge by the MTO, of particulars relating to their general nature, marks, number, weight and quantity and, if applicable, to their dangerous character, as furnished by him for insertion in the MT document. The consignor must indemnify the MTO against any loss resulting from inaccuracies or inadequacies of such particulars (art. 12). Consignor is generally liable for loss sustained by the MTO if such loss is caused by the fault or neglect of the consignor, or his servants or agents acting within the scope of their employment (art. 22). Special provisions are included for carriage of dangerous goods (art. 23).	Consignor guarantees to the MTO the accuracy, at the time the goods were taken in charge by the MTO, of all particulars relating to their general nature, marks, number, weight, volume and quantity and, if applicable, to their dangerous character, as furnished by him for insertion in the MT document. The consignor must indemnify the MTO against any loss resulting from inaccuracies in or inadequacies of such particulars (Rule 8).
Time-bar	Any action relating to a multimodal transport governed by the Convention becomes time barred if legal proceedings are not instituted within a period of two years from the day the goods are delivered or, where the goods are not delivered, on the day after the last day on which they should have been delivered (art. 25 (1 & 2)). A recourse action for indemnity by a person held liable under the Conventions, however, is possible even after expiry of the limitation period if it is permitted under the law of the State where proceedings are instituted and that it is not contrary to the provisions of another applicable international convention (art. 25 (4)).	MTO is, unless otherwise expressly agreed, discharged of all liability under the Rules unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when, in accordance with Rule 5.3, failure to deliver the goods would give the consignee the right to treat the goods as lost (Rule 10).
Jurisdiction	In judicial proceedings relating to a multimodal transport governed by the Convention, the plaintiff may sue in one of the following places: (a) the principal place of business of the defendant; (b) the place where the MT contract was made; (c) the place of taking the goods in charge or the place of delivery; or (d) any other place agreed upon and evidenced in the MT document (art. 26).	
Arbitration	Parties may agree, in writing, that any dispute relating to a multimodal transport governed by the Convention shall be referred to arbitration. Arbitration proceeding must then, at the option of the plaintiff, be instituted in one of the four places allowed for judicial proceedings (art. 27).	

Part II. Regional/Sub-Regional Laws and Regulations

Regime	**Andean Community** *Decision 331 of 4 March 1993 as Modified by Decision 393 of 9 July 1996: "International Multimodal Transport"*	**MERCOSUR** *Partial Agreement for the Facilitation of Multimodal Transport of Goods, 27 April 1995*	**ALADI** *Agreement on International Multimodal Transport, 1996*	**ASEAN** *Draft Framework Agreement on Multimodal Transport (final draft, as of 19-20 March 2001)*
Scope of application	Decision 331 as modified by decision 393 (hereinafter "Decision") applies to all contracts of international multimodal transport if the place of taking in charge or delivery of the goods by the MTO, as provided for in the MT contract, is situated in a member State. Decision also includes provisions for regulations of MTOs and these provisions apply to both MTOs operating between member States and MTOs operating to or from a member State.	Agreement applies to contracts for multimodal transport of goods provided that the place of taking in charge of the goods by the MTO or the place of delivery is located in a member State (art. 2). The provisions of the Agreement, will only apply if a specific reference to the Agreement is made in the MT contract (art. 4). It seems that only duly registered MTOs can invoke the application of the Agreement (art. 4 and chapter VIII on registration of the MTO).	Agreement applies to contracts of international multimodal transport whenever the place of taking in charge or delivery of the goods by the MTO as provided for in the MT contract is located in a country signatory to the Agreement (art. 2).	Draft Agreement applies to: (a) all MTOs under the register of each competent national body; (b) all contracts of multimodal transport, if the place of taking in charge or delivery of the goods by the MTO as provided for in the MT contract is located in a member country (art. 2).
Documentation	Decision includes provisions concerning the issuance, content and evidential value of negotiable and non-negotiable MT documents. Provisions on content based on MT Convention and provisions on evidentiary value based on UNCTAD/ICC Rules (Dec. 331 arts. 3-5).	Agreement contains provisions on issuance of a negotiable or non-negotiable MT document, at request of the consignor, (art. 3) and on inclusion of justified reservations by the MTO (art. 5), but no provisions on the evidentiary effects of information in the document.	Provisions are made concerning the issuance of a negotiable or non-negotiable MT document, at the option of the consignor (art. 3), reservations as well as evidentiary effects of such documents (art. 5).	Same provisions as MT Convention on issuance, form and content of negotiable and non-negotiable documents (art. 4 and 5). Same provisions as R. 3 of UNCTAD/ICC Rules on the evidentiary effects of information in transport documents (art. 6).
Period of responsibility	MTO's responsibility covers the entire period from the time he takes the goods in his charge to the time of their delivery (Dec. 331 art. 6).	MTO is responsible for loss or damage to goods from the time he takes goods in charge to the time of their delivery (art. 6).	MTO is responsible for loss or damage to goods from the time he takes goods in his charge to the time of their delivery (art. 6).	MTO's responsibility covers the period from the time he takes the goods in his charge to the time of their delivery (art. 7).

Regime	Andean Community	MERCOSUR	ALADI	ASEAN
Basis of liability	MTO is liable for loss of, or damage to, the goods as well as for delay in delivery, unless he proves that he, his servants, agents or sub-contractors took all measures that could reasonably be required to avoid the occurrence and its consequences (Dec. 393 art. 5). MTO is not liable, however, if he proves that the loss, damage or delay was caused by: (1) act or neglect of consignor, consignee or their representatives or agents; (2) insufficiency or defective packaging of the goods, their marks or numbers; (3) handling, loading, unloading or stowage of the goods effected by consignor, consignee or their agents; (4) inherent vice or defect of the goods; or (5) strike, lock-out, stoppage or restraint of labour beyond the control of the MTO (Dec. 393 art. 6).	MTO is liable for loss, damage or delay in delivery of the goods, if the occurrence which caused the loss, damage or delay took place while the goods were in his charge (art. 9). MTO is exempt from liability, however, if he proves that the loss, damage or delay was caused by one or more of the following circumstances: (1) act or default of consignor or consignee or their agents or representatives; (2) inherent vice or latent defect of the goods; (3) *force majeure* and fortuitous event; (4) strike, riot and lock-outs; (5) any other cause beyond the control of the MTO that prevents the fulfilment of the contract of carriage (art. 10).	MTO is liable for loss of, or damage to, the goods as well as for delay in delivery, unless he proves that he, his servants, agents or sub-contractors took all measures that could reasonably be required to avoid the occurrence and its consequences and that there was no fault or reckless behaviour that contributed to the loss, damage or delay (art. 9). MTO is not liable, however, if he proves that the loss, damage or delay was caused by: (1) act or neglect of consignor, consignee or their representatives or agents; (2) insufficiency or defective packaging of the goods, their marks or numbers; (3) handling, loading, unloading or stowage of the goods effected by consignor, consignee or their agents; (4) inherent vice or defect of the goods; or (5) strike, lock-out, stoppage or restraint of labour beyond the control of the MTO (art. 10).	MTO is liable for loss of, or damage to, the goods as well as for delay in delivery, unless he proves that he, his servants, agents or sub-contractors took all measures that could reasonably be required to avoid the occurrence and its consequences (art. 10). MTO is not liable, however, if he proves that the loss, damage or delay was caused by: (a) *force majeure*; (b) act or neglect of consignor, consignee or his representative or agent; (c) insufficient or defective packaging, marking or numbering of the goods; (d) handling, loading, unloading or stowage of the goods effected by consignor, consignee or his representative or agent; (e) inherent or latent defect in the goods; (f) strike, lock-out, work stoppage or restraint of labour; or (g) regarding loss, damage or delay caused during sea or inland waterway carriage by: (i) error in navigation or management of ship or (ii) fire unless caused by actual privity of MTO (art. 12).
Delay in delivery	Provisions similar to UNCTAD ICC Rules (Dec. 393 art. 5 and Dec. 331 art. 10).	Provisions similar to UNCTAD ICC Rules (art. 9 and 11).	Provisions similar to UNCTAD ICC Rules (art. 9, 23 and 24).	Provisions similar to UNCTAD ICC Rules (art. 10 (2) and 11).
Liability for servants and agents	Same provisions as MT Convention and UNCTAD ICC Rules (Dec. 331 art. 7).	Same provisions as MT Convention and UNCTAD ICC Rules (art. 7).	Same provisions as MT Convention and UNCTAD ICC Rules (art. 7).	Same provisions as MT Convention and UNCTAD ICC Rules (art. 8).

Regime	Andean Community	MERCOSUR	ALADI	ASEAN
Limitation of liability	Provisions similar to UNCTAD/ICC Rules (Dec. 331 arts. 13, 15 and 17). Provisions on loss of right to limit liability are based on provisions of MT Convention and UNCTAD/ICC Rules (Dec. 331 art. 19).	Unless higher value declared and inserted in MT document, liability for loss or damage is limited to highest amount of: 1) Argentina: 400 Argent. gold pesos per package or 10 g.p. per kg. 2) Brazil, Paraguay and Uruguay: 666.67 SDR per package or 2 SDR per kg (art. 13 and annex 1). Liability for delay limited to freight amount under MT contract (art. 16). Provisions on loss of right to limit liability are same as in MT Convention and UNCTAD/ICC Rules (art. 18).	Provisions similar to UNCTAD/ICC Rules (arts. 12, 14 and 16). Provisions on loss of right to limit liability are based on provisions of MT Convention and UNCTAD/ICC Rules (art. 18).	Provisions similar to UNCTAD/ICC Rules (arts. 14-16 and 18). Provisions on loss of right to limit liability are based on provisions of MT Convention and UNCTAD/ICC Rules (art. 20).
Localized damage	In case of localized damage, the limits of the MTO's liability are to be determined by reference to the provisions of the applicable international convention which provide a higher limit of liability. Same provisions as art. 19 of MT Convention (Dec. 393 art. 7).	In case of localized damage, only the limits of the MTO's liability will be determined in accordance with the provisions of the applicable international convention or mandatory national law (art. 15).	In case of localized damage, only the limits of the MTO's liability are to be determined by reference to the provisions of the applicable international convention or mandatory national law (art. 15).	In case of localized damage, only the limits of the MTO's liability are to be determined by reference to the provisions of the applicable international convention or mandatory law which provide another limit of liability (art. 17).
Assessment of compensation	Same provisions as R. 5.5 of UNCTAD/ICC Rules (Dec. 331 art. 12).	Provisions are based on R. 5.5 of UNCTAD/ICC Rules (art. 12).	Same provisions as R. 5.5 of UNCTAD/ICC Rules (art. 11).	Same provisions as R. 5.5 of UNCTAD/ICC Rules (art. 11).

Regime	Andean Community	MERCOSUR	ALADI	ASEAN
Liability of the consignor	Provisions similar to art. 12 of MT Convention and R. 8 of UNCTAD ICC Rules (Dec. 331 art. 20).	Provisions similar to art. 12 of MT Convention and R. 8 of UNCTAD ICC Rules (art. 20).	Provisions similar to art. 12 of MT Convention and R. 8 of UNCTAD ICC Rules (art. 19 to 22).	Provisions similar to arts. 12 & 23 of MT Convention and R. 8 of UNCTAD ICC Rules (art. 21).
Time-bar	Unless otherwise agreed, MTO is discharged from all liability unless judicial or arbitral proceedings are instituted within 9 months after goods were, or should have been, delivered or could be treated as lost by consignee (Dec. 331 art. 22).	One year period is provided for instituting any action relating to the multimodal transport (art. 22).	Any judicial or arbitral proceedings against the MTO must be instituted within 9 months from the time of delivery of the goods, or the date when goods should have been delivered or could be treated as lost by consignee (art. 30).	Any action relating to MT is time-barred unless court or arbitration proceedings are instituted within 9 months from time of delivery, or date when goods should have been delivered or could be treated as lost by consignee (art. 30).
Jurisdiction	Plaintiff may sue in one of the following places: (a) the principal place of business of the MTO; (b) the place where the MT contract was made; (c) the place of taking the goods in charge; (d) the place of their delivery; or (e) any other place agreed upon and evidenced in the MT document (Dec. 331 art. 24).	Plaintiff may institute judicial proceedings in one of the following places: (a) the principal place of business of the defendant; (b) the place of delivery of the goods; or (c) the place where the goods should have been delivered (art. 1 of annex II).	Plaintiff may institute judicial proceedings in one of the following places: (a) the principal place of business of the MTO; (b) the place where the MT contract was made; (c) the place of taking the goods in charge; or (d) the place of delivery of the goods (art. 28).	Similar provisions as art. 26 (1) and (3) of the MT Convention (art. 25).
Arbitration	Parties may agree, in writing, to submit any dispute arising from the MT contract to arbitration. Arbitration proceeding can, at the option of the claimant, be instituted in one of the places allowed for judicial proceedings (Dec. 331 art. 25).	Parties may agree, in writing, to submit any dispute arising from a multimodal transport to arbitration. Arbitration proceeding can, at the option of the plaintiff, be instituted in one of the places allowed for judicial proceedings (art. 2 of annex II).	Parties may agree to submit their dispute to arbitration, and arbitration proceeding can be instituted in one of the places allowed for judicial proceedings (art. 29).	Similar provisions as art. 27 of the MT Convention (art. 26).
Supplementary provisions	Any stipulation in a MT document derogating from the Decision is null and void, particularly if it prejudices the rights of the consignor or consignee (Dec. 331 art. 26). Dec. 331 also includes provisions on its relation to international conventions (art. 27).	Any stipulation in a MT document derogating from the Agreement is null and void, particularly if it prejudices the rights of the consignor or consignee (art. 32).	Provisions of the Agreement will take effect to the extent they are not contrary to mandatory international conventions applicable to MT or unimodal transport contract (art. 3).	Any stipulation in the MT document is null and void and of no effect if it departs from the Agreement, specifically stipulations that are prejudicial to the consignor or consignee (art. 27).

Regime	Argentina *Law No. 24.921: Multimodal Transport of Goods, Official Bulletin 12 January 1998*	Brazil *Law No. 9.61 of 19 February 1998 on Multimodal Transport of Goods*	China		
			Maritime Code, 1993, Chap. IV, Sec. 8: Special Provisions Regarding Multimodal Transport Contract	*Regulation Governing International Multimodal Transport of Goods by Containers, 1997*	*Contract Law, 1999, Chap. 17, Sec. 4: Contracts for Multimodal Transportation*
	Argentina is member of ALADI and MERCOSUR and has also enacted this law on MT.	Brazil is member of ALADI and MERCOSUR and has also enacted this law on multimodal transport.			
Scope of application	Law applies to national multimodal transport and also to international multimodal transport if the place of delivery of the goods as provided for in the MT contract is located in Argentina (art. 1). It does not apply if the place of taking the goods in charge is located in Argentina.	Law applies to national multimodal transport and also to international multimodal transport if the place of taking in charge or delivery of the goods is located in Brazilian territory (arts. 1 and 2).	The Code applies to multimodal transport contracts involving a sea leg (art.102).	Reg. applies to international multimodal transport of goods by containers by waterway, highway and rail (art. 2).	Chap. 17, sec. 4 covers MT contracts.
Documentation	Provisions are made for the issuance of a negotiable or non-negotiable MT document (arts. 3 and 4), its evidentiary value (art. 8) and for inclusion of reservations in the MT document (art. 9).	Provisions are made for the issuance of negotiable or non-negotiable transport documents at the option of the consignor (art. 10), and for inclusion of reservations in the MT document by the MTO at the time of taking the goods in charge (art. 9).		Provisions are made for the issuance of negotiable or non-negotiable MT document, their contents, reservations and evidentiary value (arts. 14, 15, 16, 23, 24).	Provisions are made for the issuance of a MT document which, at the option of the shipper, may be either negotiable or non-negotiable (art. 319).
Period of responsibility	MTO is liable for loss of, or damage to, goods from the time the goods are in his charge to the time of their delivery (art. 15).	MTO's responsibility for the goods covers the period from the time he takes goods in charge to the time of their delivery (art. 13).	From the time MTO takes goods in charge to the time of their delivery (art. 103).	From the time MTO takes goods in charge to the time of their delivery (arts. 22 & 27).	MTO is responsible for performance of MT contract and entire transport (art. 317).

Regime	Argentina	Brazil	China Maritime Code	China Regulation	China Contract Law
Basis of liability	MTO is liable for loss, damage and delay in delivery of goods and for any breach of MT contract unless caused by: (1) inherent vice or latent defect of goods; (2) insufficient or defective packaging which is not apparent; (3) fault of shipper, consignee or owner of cargo or their representatives; (4) *force majeure* or act of God (provided that MTO takes all measures to avoid damage); (5) strikes, riots or lock-outs by third parties; (6) order of public authorities that prevent execution of MT contract or results in delay in delivery of goods provided that it is not due to fault of MTO (art. 21).	MTO and his subcontractors are liable for loss of or damage to goods unless it results from: (1) act or default of consignor or consignee; (2) insufficiency of packing resulting from fault of consignor; (3) inherent vice or latent defect of goods; (4) handling, loading, unloading or stowage of goods effected by consignor or consignee or their agents; (5) *force majeure* or fortuitous event (art. 16).	Network system. In case of non-localized damage MTO's liability is determined by reference to provisions relating to carriage of goods by sea which are modelled on the Hague Hague Visby Rules (Art. 106 referring to arts. 50 and 51).	Network system - Non-localized damage: arts. 27 (4) and 18-19.	Network system. In cases of non-localized damage MTO is liable for damage to or destruction of goods unless he proves that it is caused by *force majeure*, inherent natural character of the goods, reasonable loss, or fault on the part of the shipper or consignee (arts. 311 and 321).
Delay in delivery	Provisions similar to UNCTAD ICC Rules, R. 5.1 (last sentence), 5.2 and 5.3 (arts. 17 and 18).	Provisions similar to UNCTAD ICC Rules, R. 5.1 (last sentence), 5.2 and 5.3 (arts. 11 and 14).	MTO is liable for loss or damage resulting from delay if caused by its fault and does not fall within the exemptions (art. 50).	MTO is liable for delay in delivery. Consignee may treat goods as lost if not delivered within 60 days after agreed time (art. 27 (1) & (2)).	
Liability for servants and agents	MTO is responsible for the acts and omissions of his servants, agents and subcontractors acting within the scope of their employment (art. 16).	MTO is responsible for acts and omissions of his servants, agents and subcontractors as if such acts and omissions were his own (art. 15).			

Regime	Argentina	Brazil	China Maritime Code	China Regulation	China Contract Law
Limitation of liability	Liability for non-localized loss or damage is limited to 400 Argentine golden pesos per package. Same limit applies to goods carried in bulk. (art. 24). MTO is not entitled to limitation of liability if it is proved that the loss, damage or delay resulted from an act or omission of the MTO or any of his servants or agents done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result (art. 21).	Liability for loss of or damage to goods is limited to declared value of goods lost or damaged including freight and insurance. If consignor has not declared the value of the goods, liability is instead limited to 666.67 SDR per package or 2 SDR per kg of goods lost or damaged (art. 32 (1)). Liability for delay and consequential loss is limited to an amount not exceeding the freight under the MT contract (art. 17 (2)). Same provisions on loss of right to limit liability as in MT Convention and UNCTAD/ICC Rules (art. 20).	Loss of, or damage to, goods: 666.67 SDR per package or 2 SDR per kg, whichever is higher, unless goods' value is inserted in MT doc. or higher limit is agreed. Delay: freight amount of delayed goods. Provisions on loss of right to limit same as MT Conv. and UNCTAD ICC Rules (arts. 56, 57 and 59).	Loss or damage: 1) If MT includes a sea leg: limitation governed by Maritime Code. 2) In other cases: limitation governed by "relevant laws and regulations" (art. 27 (4)). Delay: Where MT includes a sea leg liability is limited to freight payable under MT contract (art. 28 (1)).	
Localized damage	Limitation of liability for loss, damage or delay occurring during sea or air transport is determined by reference to the law governing such modes of transport. Liability for loss, damage occurring during rail or road transport is limited to 400 Argentine golden pesos per package (art. 24).	Only limitation, and not basis, of liability is determined by reference to provisions of applicable convention or mandatory national law governing the particular stage of the transport during which loss or damage occurred (modified network system) (art. 16 and 17).	The provisions of laws and regulations governing the specific section of transport during which damage occurred will apply to MTO's liability and its limits (Art. 105).	MTO's liability and its limitation are governed by relevant laws and regulations governing particular stage of transport during which damage occurred (art. 27 (3)).	MTO's liability and its limits are governed by the relevant laws governing the particular stage of transport during which damage occurred (art. 321).
Assessment of compensation	Provisions similar to R. 5.5 of the UNCTAD/ICC Rules (arts. 22 and 23).		Code includes provisions (arts.106 & 55).		Law includes provisions (arts. 312 & 321).
Liability of the consignor	Consignor must indicate with accuracy, at the time the goods are taken in charge by the MTO, all particulars relating to the general nature of the goods, their marks, numbers, weight, volume and quality (art. 33).			Reg. includes provisions somewhat similar to art. 12, 22 and 23 of MT Convention (arts. 17-20).	Law includes provisions (in section 3 and art. 320).

Regime	Argentina	Brazil	China Maritime Code	China Regulation	China Contract Law
Time-bar	Any action relating to the multimodal transport must be instituted within one year from the time of delivery of the goods, or, if the goods have not been delivered, from the time they should have been delivered (art. 43).	Any action relating to the multimodal transport must be instituted within one year from the time of delivery of goods, or, if goods have not been delivered, from the 90th day from the time they should have been delivered (art. 22).	For non-localized damage provisions on sea transport apply (one year).	General: 2 years or, if MT includes sea leg, 1 year, from time goods were or should have been delivered. Localized loss or damage: Claimant may rely on rules for that stage of MT (art. 34).	
Jurisdiction	In cases of contracts for international multimodal transport, in which the place of delivery is located in Argentina, any provisions stipulating a different jurisdiction than the competent Federal Tribunal of Argentina is null and void. However, the parties' agreement to submit the dispute to a foreign court following the occurrence of the loss or damage is valid (art. 41).				
Arbitration	Parties' agreement to submit the dispute to a foreign arbitration following the occurrence of the loss or damage is valid (art. 41).	Parties may agree to submit their dispute to arbitration (art. 23).			
Supplementary provisions	Application of the provisions of the Argentinean Navigation Law No. 20.094 concerning lien on cargo and freight is extended to MT contracts (arts. 47 and 48). Law includes provisions on a licensing system for MTOs and a compulsory liability insurance scheme (arts. 49, 50 and 51).	Decree No. 3.411 of 12 April 2000 on licensing and registration of MTOs. Circular No. 40/SUSEP/MF of 29 May 1998 on compulsory civil liability insurance scheme for MTOs operating within MERCOSUR countries.		Chap. 2 also includes provisions on conditions for operation of the MTOs and their licensing.	

Regime	**Germany** *Transport Law Reform Act 1998*	**India** *Multimodal Transportation of Goods Act, 1993 (No. 28 of 1993)*	**Mexico** *Regulation on International Multimodal Transport, 6 July 1989*	**The Netherlands** *Civil Code, book 8, title 2, section 2*
Scope of application	Act applies to contracts for unimodal carriage of goods over land, on inland waterways and by air, and to all multimodal transport contracts including a sea leg (secs. 407 and 452). Act's general provisions governing contracts of carriage also apply to MT transport except for cases of localized damage where relevant international conventions apply (art. 452).	Act provides for the regulation of multimodal transportation of goods, from any place in India to a place outside India, on the basis of a multimodal transport contract (preamble).	Mexico is a party to the MT Convention and has promulgated the Convention text in "Diario Official" on 27 April 1982. Mexico has further enacted the Regulation on International Multimodal Transport, published in "Diario Official" on 7 July 1989. Reg. applies to international multimodal transport of goods and regulates MTOs and some of their activities (art. 1, 3, 5, 6, 8 and 9).	Multimodal or combined transport is governed by Civil Code, book 8, title 2, section 2 (arts. 40 to 52) and art. 1722 on time-bar for claims under MT contracts.
Documentation	Carrier may require sender to issue a consignment note. Carrier may issue a "consignment bill", which generally has the same legal effects as a bill of lading (Sec. 408).	Provisions of chapter III of the Act deal with the issuance of a negotiable or non-negotiable MT document, its content, reservations and evidentiary effect (secs. 7-12). These provisions are mainly derived from the MT Convention.	Reg. includes provisions dealing with various documentary issues, such as issuance and content of a MT doc. and its reservations and evidentiary effect (arts. 15-19).	The Code includes provisions concerning combined transport documents, including issuance of negotiable or non-negotiable CT documents and their content and evidentiary value (arts. 44 to 52).
Period of responsibility	Carrier is liable for loss or damage while goods are in his charge and for delay in delivery (sec. 425 (1)).	MTO's period of responsibility covers the time the goods are in his charge (sec. 13 (1)).	MTO's responsibility covers period from the time he takes the goods in his charge to the time of their delivery (art. 10).	

Regime	Germany	India	Mexico	The Netherlands
Basis of liability	Network system - Non-localized damage: Provisions are based on CMR Convention on road transport. Carrier is liable for loss, damage or delay in delivery, unless he proves that it was caused by circumstances which he could not avoid even by exercising the utmost diligence and the consequences of which he was unable to prevent. Carrier is also relieved of liability to the extent it was caused by some of the 6 listed particular grounds for exclusion of liability (secs. 425-427).	MTO is liable for loss of, or damage to, or delay in delivery of, goods and any consequential loss or damage arising from such delay, unless he proves that no fault or neglect on his part or that of his servants or agents caused or contributed to the loss or damage (Sec. 13 (1)).	MTO is liable for loss of, or damage to goods, or delay in delivery, unless it is caused by latent defect of the goods, fortuitous event or *force majeure* (art. 10 and 12). MTO has the right to institute a recourse action against any of the unimodal carriers or subcontractors responsible for the casualty (art. 11).	Network system - Non localized damage: Combined Transport Operator (CTO) is liable for loss of, or damage to, goods and for delay in delivery, unless he proves that he is not liable therefor on any of the parts of the transport where the loss, damage or delay may have occurred (art. 42).
Delay in delivery	Carrier must deliver goods within agreed period or, if no agreement, within such period as should reasonably be conceded to a diligent carrier having regard to the circumstances of the case (sec. 423). Liability for delay in delivery is governed by same provisions as liability for loss and damage (secs. 425-427).	MTO is not liable for loss or damage arising from delay in delivery unless the consignor has made a declaration of interest in timely delivery which has been accepted by the MTO (sec. 13 (1)). Claimant may treat goods as lost if not delivered within 90 days after date where they should have been delivered (sec. 13 (2)).		CTO's liability for delay in delivery is governed by same provisions as liability for loss and damage (art. 42).
Liability for servants and agents	Carrier is liable for acts and omissions of his servants, agents and subcontractors to the same extent as for his own acts and omissions provided they are acting within the scope of their employment (sec. 428).			

Regime	Germany	India	Mexico	The Netherlands
Limitation of liability	Non localized damage: Loss or damage: 8.33 SDR per kg of goods lost or damaged. Delay in delivery: amount equal to three times the freight (sec. 431). Limitation provisions can only be modified after detailed negotiation. Limits of liability for loss and damage can also be modified by standard form contractual conditions if the amount is: 1) between 2 and 40 SDR and given a prominent appearance by a special printing technique, or 2) less favourable to the user of the standard form contractual condition than limits in sec. 431 (sec. 449). Provisions are also made for loss of right to limit liability (sec. 435).	Provisions on limits of liability for loss of, and damage to, goods and for loss caused by delay in delivery are similar to Rule 6 of UNCTAD ICC Rules (secs. 14 and 16). Provisions on loss of the right to limit liability are similar to art. 21 of MT Convention and R. 7 of UNCTAD ICC Rules (sec. 18).		CTO's liability is determined according to the juridical rules which apply to that part or those parts of the transport where the loss, damage or delay may have arisen and from which the highest amount of damages result (art. 43).
Localized damage	Carrier's liability is governed by the legal provisions which would apply to a transport contract covering the leg of transport where the loss, damage or delay was caused (network system) (sec. 452 *a*).	Only limits of liability of the MTO are governed by the relevant laws applicable to the stage of transport where loss or damage occurred (modified network system) (sec. 15).		In a contract of comoined transport each part of the carriage is governed by the juridical rules applicable to that part (network system) (art. 41).
Assessment of compensation	Compensation based on value determined in accordance with current market price or, if there is no such price, normal value of goods of same kind and quality (sec. 429).	Provisions are similar to R. 5.5 of UNCTAD ICC Rules (sec. 17).		

Regime	Germany	India	Mexico	The Netherlands
Liability of the consignor	Sender is liable, even if not at fault, for: insufficient packing or labelling; incorrect or incomplete statements in consignment note; failure to disclose dangerous nature of goods; and absence, incompleteness or incorrectness of document or information necessary for official processing prior to delivery of goods. Limitation: 8.33 SDR per kg of consignment (sec. 414).	Act includes provisions as to the responsibility of the consignor (art. 12) and special rules dealing with the shipment of dangerous goods which are based on relevant provisions of MT Convention (sec. 21).		
Time-bar	Actions relating to carriage are time-barred within one year from the date the goods were or should have been delivered. Limitation period is extended to three years in cases of fault or intent to cause loss or damage (sec. 439 (1) & (2)).	Similar to R. 10 of UNCTAD/ICC Rules a period of 9 months is allowed for instituting any action under the Act (sec. 24).		In cases of non-localized damage the time-bar provisions most favourable to the claimant are applied (art. 1722 (2)).
Jurisdiction	Court of the place where goods were received for carriage or of the place designated for delivery have jurisdiction to hear disputes arising from carriage (sec. 440).	Provisions are similar to art. 26 (1) of MT Convention (sec. 25).		
Arbitration		Parties may agree to submit their disputes to arbitration (sec. 26).		
Supplementary provisions		Act includes provisions on registration and regulation of MTOs (secs. 3-6).		

State	Austria	Colombia	Ecuador	Paraguay
Regime	No uniform law on multimodal transport. Specific provisions are contained in the Austrian Commercial Code, which applies to various modes of transport, such as road, rail and sea carriage. In cases of localized loss or damage, the liability of the MTO is governed by the unimodal rules and regulations applicable to the particular stage of transport during which the loss or damage occurred. In cases of non-localized loss or damage, the law most favourable to the claimant governs the liability of the MTO.	As a member State of the Andean Pact, Colombia has implemented the Andean Community Decisions 331 and 393, concerning international multimodal transport, as well as Resolution 425 of 20 August 1996, concerning the registration scheme for MTOs. Furthermore, by Decree No. 149 of 21 January 1999, Colombia has enacted legislation to regulate the MTO's registration and licensing system.	As a member State of the Andean pact, Ecuador has implemented the Andean Community Decisions 331 and 393, concerning international multimodal transport, as well as Resolution 425, concerning the registration scheme for MTOs.	As a member State of MERCOSUR, Paraguay has implemented the MERCOSUR Partial Agreement for the Facilitation of Multimodal Transport by Decree No. 16.927 of 16 April 1997.